

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

JONATHAN MONSARRAT,	)	
	)	
Plaintiff,	)	Civil Action No. 20-cv-10810-RGS
	)	
v.	)	<b>STIPULATION OF THE PARTIES</b>
	)	<b>REGARDING AWARD OF</b>
	)	<b>ATTORNEY’S FEES</b>
RON NEWMAN,	)	
	)	
Defendant.	)	
	)	

**STIPULATION AND AGREEMENT OF THE PARTIES**

The Plaintiff Jonathan Monsarrat (“Monsarrat”) and the Defendant Ron Newman (“Newman”) agree and stipulate as follows.

WHEREAS on January 21, 2021 the Court granted Newman’s motion to dismiss Monsarrat’s claims of copyright infringement and defamation, Doc. 30; and

WHEREAS on January 21, 2021 judgment entered for Newman, Doc. 31 (the “Judgment”); and,

WHEREAS on February 19, 2021, Monsarrat filed a notice of appeal to the United States Court of Appeals for the First Circuit (“Court of Appeals”) from the Judgment, Doc. 37 (the “Appeal”); and,

WHEREAS on February 26, 2021, the Court entered an Order, Doc. 41, allowing Newman a \$29,392 award of attorney’s fees as the prevailing party under the Copyright Act, 17 U.S.C. § 505 (the “Fee Award”).

**NOW THEREFORE THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

1. Monsarrat shall not appeal the Fee Award.
2. On or before May 17, 2021, Monsarrat shall pay \$30,000 into escrow to be held by

his attorney Richard Goren (“Goren”) in his IOLTA trust account in accordance with this Stipulation.

3. When the \$30,000 escrow payment is deposited into his IOLTA trust account, Goren shall promptly notify Newman’s counsel in writing via email.

4. Upon such notice on or before May 19, 2021 of Monsarrat’s payment of the \$30,000 into escrow to be so held by his counsel, Newman shall forego execution and all other actions and procedures otherwise available to him under Rule 69 solely respecting the Fee Award that is the subject of this Stipulation and this conditional waiver shall not be deemed to be a waiver of execution of any potential future order or judgment. However, if Monsarrat fails to deposit the \$30,000 with Goren on or before May 17, 2021, in accordance with, and subject to, this Stipulation, Newman shall be free to enforce the Fee Award, including by obtaining a writ of execution and by pursuing or undertaking any other actions and procedures pursuant to Rule 69. Should Newman thereupon execute on any property of Monsarrat, Newman’s counsel shall hold such property in escrow in accordance with this Stipulation.

(a) In the event the Court of Appeals disposes of the Appeal by affirming the Judgment Newman’s counsel may release such property to Newman.

(b) In the event the Court of Appeals disposes of the Appeal other than by an affirmance of the Judgment Newman’s counsel shall continue to hold such property in escrow until entry of final judgment in this action at which time, barring further order of this Court to the contrary, he shall return the property to Monsarrat.

5. In the event the Court of Appeals disposes of the Appeal by affirming the Judgment, and if Goren is so holding the \$30,000 he shall promptly pay the \$30,000 to Newman by transmittal of the funds to Newman’s counsel, and Newman’s counsel may release such funds to

Newman.

6. In the event the Court of Appeals vacates or reverses the Judgment insofar as it dismissed the copyright claim, Newman agrees and stipulates that the Order in the Fee Award shall be deemed a nullity and of no force and effect.

7. In the event the Court of Appeals disposes of the Appeal other than by an affirmance of the Judgment, and if Goren is so holding the \$30,000, he shall continue to hold the \$30,000 until entry of final judgment in this action at which time, barring further order of this Court to the contrary, he shall return the funds to Monsarrat.

8. The parties shall file this Stipulation and request the Court to endorse it.

Dated: March 25, 2021

JONATHAN MONSARRAT

Plaintiff,

By his attorneys,

/s/ Richard A. Goren

Richard A. Goren, Esq.  
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DEFENDANT

By his attorney,

/s/ Dan Booth

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SO ORDERED this \_\_ day of \_\_\_\_\_, 2021.

/s

UNITED STATES DISTRICT JUDGE

### **CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on March 25, 2021.

/s/Richard A. Goren